



**Meeting Date:** February 26, 2026

**Submitted By:** Dr. Lacey Gosch  
**Title:** Assistant Superintendent

**Agenda Item:** Consider and take action regarding approving the Memorandum of Understanding between Texas A&M International University and Judson ISD for the purpose of completing a School Counseling Practicum.

## CONSENT ITEM

### **RECOMMENDATION:**

That the board approve the Memorandum of Understanding between Judson ISD and Texas A&M International University.

### **IMPACT/RATIONALE:**

This Memorandum of Understanding is between Judson ISD and Texas A&M International University to provide counseling internships to students enrolled in the school counseling program at Texas A&M International University. The Judson ISD Liaison and Texas A&M International University representative will design an educational experience, pursuant to the terms and conditions of the Memorandum of Understanding for Texas A&M International University students to utilize personnel, equipment, and facilities of Judson ISD. Judson ISD will provide training to Texas A&M International University students, which may include clinical and hands-on experience, resulting in significant educational benefits to them, and shall compliment, rather than displace, the work of paid employees of Judson ISD. There is no cost to Judson ISD for this program.

### **BOARD ACTION REQUESTED:**

**Approval/Disapproval**

## **MEMORANDUM OF UNDERSTANDING**

This Memorandum of Understanding (“MOU”) is entered into and effective upon the last signature (the “Effective Date”), by and between Texas A&M International University, a member of The Texas A&M University System (“A&M System”) and an agency of the State of Texas and (hereafter referred to as “MEMBER”), and Judson ISD, hereafter referred to as “COLLABORATOR”). MEMBER and COLLABORATOR are sometimes hereafter referred to as “Party” individually or “Parties” collectively.

This MOU consists of two articles. Article 1 is a non-binding portion of this MOU containing the general understandings and intentions of the Parties. Article 2 contains terms to which the Parties agree to be bound. The Parties agree as follows:

### **ARTICLE I**

- 1.1 This Article 1 is not intended to be legally binding on either Party.
- 1.2 The Parties desire to (the “Purpose”). Under the supervision of a designated supervisor, students will complete activities at COLLABORATOR’s campus that are associated with working in a school counseling capacity, including Individual Counseling, Group Counseling, Guidance Curriculum Lessons, as well as parent and faculty consultations and meetings.

1.3 MEMBER intends to:

- a) University Commitments and Responsibilities
- b) Intern Selection and Preparation

The University shall dedicate its resources and expertise to rigorously select, orient, and prepare prospective interns, ensuring they possess the foundational knowledge and requisite professionalism necessary for effective participation in the internship program.

c) Academic Stewardship and Documentation

The University shall maintain comprehensive academic oversight for the interns, guaranteeing their continued enrollment and academic standing throughout the duration of the placement. Furthermore, the University commits to the following:

- Curriculum Disclosure: The University will furnish the District with current documentation detailing the program's curricular objectives and associated course outlines relevant to the internship.
- Accreditation Maintenance: The University will actively uphold all necessary academic accreditation(s) pertinent to the program for the entire term of this Agreement.
- Faculty Engagement: Upon the District's request, the University will promptly provide the credentials and contact information for faculty members who are responsible for the academic direction and oversight of the internship.

1.4 COLLABORATOR intends to:

a) Responsibilities of the School/District

- I. The school/district agrees to:

1. Provide an appropriate counseling placement that allows for direct and indirect service hours aligned with Texas A & M International University practicum/internship requirements.
2. The Director of Student and Family Support services will designate an experienced, certified school counselor as the on-site supervisor.
3. Allow the intern to participate in counseling-related activities such as:
  - Classroom guidance lessons
  - Individual counseling
  - Small-group counseling
  - Crisis response and student support
  - Consultation with teachers, parents, and administrators under site supervision
  - College/career readiness activities
4. Provide workspace, access to student information needed for internship duties, and materials necessary for counseling tasks.
5. Notify Texas A&M International University promptly of any concerns regarding intern performance, conduct, or placement.
6. Ensure interns follow all campus/district policies, confidentiality expectations, and safety procedures.
7. There will be no cost to the district.

## **ARTICLE II**

- 2.1 This Article 2 is intended to be legally binding on the Parties.
- 2.2 Each Party acknowledges that neither Party will have any legal rights or obligations as to the understandings and intentions in Article 1, and neither Party should or may take any action or fail to take any action in detrimental reliance on Article 1.
- 2.3 Each Party shall be responsible for its own costs, risks, and liabilities as a result of its activities under this MOU without expectation of reimbursement from the other Party. There will be no exchange of funds or other resources among the Parties.
- 2.4 Prior to performing any specific projects or work contemplated by this MOU, the Parties will enter into a separate agreement containing definitive statements of work and associated budgets. Notwithstanding the foregoing, this MOU does not bind the Parties to negotiate or consummate any such later agreement(s).
- 2.5 **TERM AND TERMINATION**

This MOU will commence on the Effective Date and continues through February 19, 2027 (the “Term”), unless sooner terminated as provided herein. The Term of the MOU may be extended for two (2) additional one (1) year periods upon mutual written agreement executed by the Parties, provided that the total term of the MOU shall not exceed five (5) years from the Effective Date. Either Party may terminate this MOU effective upon thirty (30) days’ written notice to the other Party. Either Party may terminate this MOU effective upon written notice to the other Party if the other Party materially breaches any term of this MOU and fails to cure such breach within ten (10) days after receiving written notice of the breach.
- 2.6 **CONFIDENTIALITY**

- A. The Parties anticipate that under this MOU it may be necessary for a Party (the “Disclosing Party”) to disclose information of a confidential nature (“Confidential Information”) to the other Party (the “Receiving Party”). The Disclosing Party shall clearly identify Confidential Information at the time of disclosure by (i) appropriate stamp or markings on the document exchanged, or (ii) written notice, with attached listings of all material, copies of all documents, and complete summaries of all oral disclosures (under prior assertion of the confidential nature of the same) to which each notice relates, delivered within thirty (30) days of the disclosure to the Receiving Party. Confidential Information shall include all information, data or other content that MEMBER, its affiliates, and their employees, contractors, students, or end-users enter, submit, upload, or otherwise provide to COLLABORATOR to fulfill the Purpose under this MOU (collectively, the “Member Data”).
- B. “Confidential Information” does not include information that: (i) is or becomes publicly known or available other than as a result of a breach of this MOU by the Receiving Party; (ii) was already in the possession of the Receiving Party as the result of disclosure by an individual or entity that was not then obligated to keep that information confidential; (iii) the Disclosing Party had disclosed or discloses to an individual or entity without confidentiality restrictions; or (iv) the Receiving Party had developed or develops independently before or after the Disclosing Party discloses equivalent information to the Receiving Party; provided, however, that the above exclusions do not apply to Member Data that is personally identifiable information or other personal or private data that is protected under applicable laws or regulations.
- C. The Receiving Party shall handle Confidential Information with the same care that the Receiving Party uses to protect its own information of comparable sensitivity, but not less than reasonable care. The Receiving Party may use Confidential Information only for the Purpose under this MOU and may disclose Confidential Information only to the Receiving Party’s employees, contractors, agents, and other representatives (“Representatives”) having a need to know the Confidential Information to fulfill the Purpose under this MOU; provided that they are subject to confidentiality obligations not less restrictive than those set forth herein, and the Receiving Party remains responsible for its Representatives’ compliance with the obligations under this Section.
- D. The Receiving Party shall promptly notify the Disclosing Party of any known unauthorized disclosure, misappropriation, or misuse of Confidential Information and shall take prompt and effective steps to prevent a recurrence of such misappropriation or misuse.
- E. If the Receiving Party is legally required to disclose Confidential Information, the Receiving Party shall, to the extent allowed by law, promptly give the Disclosing Party written notice of the requirement so as to provide the Disclosing Party a reasonable opportunity to pursue appropriate process to prevent or limit the disclosure. If the Receiving Party complies with the terms of this Section, disclosure of that portion of the Confidential Information, which the Receiving Party is legally required to disclose, will not constitute a breach of this MOU.
- F. The Receiving Party shall, upon request of the Disclosing Party, promptly return or destroy all materials embodying Confidential Information other than materials in electronic backup systems or otherwise not reasonably capable of being readily located and segregated without undue burden or expense, except that the Receiving Party may securely retain one (1) copy in its files solely for record purposes; provided that any such Confidential Information shall remain subject to the confidentiality obligations set forth herein. The Receiving Party’s obligations as to Confidential Information will survive the termination or expiration of this MOU for a period of one (1) year.

## 2.7 COMPLIANCE WITH LAWS

Each Party shall conduct all activities in connection with this MOU in compliance with all applicable

federal, state, and local laws, executive orders, rules, and regulations.

## 2.8 USE OF NAME

Each Party acknowledges that all rights in any trademarks, service marks, slogans, logos, designs, and other similar means of distinction associated with that Party (its “Marks”), including all goodwill pertaining to the Marks, are the sole property of that Party. Neither Party may use the Marks of the other without the advance written consent of that Party, except that each Party may use the name of the other Party in factual statements that, in context, are not misleading. The Parties will mutually agree in advance upon any public announcements, or communications to the media regarding this MOU to be provided pursuant to this MOU.

## 2.9 MISCELLANEOUS

- A. **Authority to Contract.** Each Party represents and warrants that it has full right, power and authority to enter into and perform its obligations under this MOU, and that the person signing this MOU is duly authorized to enter into this MOU on its behalf.
- B. **Entire Agreement.** This MOU constitutes the entire and only agreement between the Parties relating to the subject matter hereof and supersedes any prior understanding, written or oral agreements between the Parties, or “side deals” which are not described in this MOU. This MOU may be amended only by a subsequent written agreement signed by authorized representatives of both Parties. The express terms hereof control in the event of a conflict with any other documents constituting part of this MOU.
- C. **Force Majeure.** Neither Party shall be held liable or responsible to the other Party nor be deemed to have defaulted under or breached this MOU for failure or delay in fulfilling or performing any obligation under this MOU if and to the extent such failure or delay is caused by or results from causes beyond the affected Party’s reasonable control, including, but not limited to, acts of God, strikes, riots, flood, fire, epidemics, natural disaster, embargoes, war, insurrection, terrorist acts or any other circumstances of like character; provided, however, that the affected Party has not caused such force majeure event(s), shall use reasonable commercial efforts to avoid or remove such causes of nonperformance, and shall continue performance hereunder with reasonable dispatch whenever such causes are removed. Either Party shall provide the other Party with prompt written notice of any delay or failure to perform that occurs by reason of force majeure, including describing the force majeure event(s) and the actions taken to minimize the impact of such event(s).
- D. **Independent Contractor.** Notwithstanding any provision of this MOU to the contrary, the Parties hereto are independent contractors. No employer-employee, partnership, agency, or joint venture relationship is created by this MOU. Except as specifically required under the terms of this MOU, COLLABORATOR (and its representatives, agents, employees and subcontractors) will not represent themselves to be an agent or representative of MEMBER or the A&M System. . COLLABORATOR and its employees shall observe and abide by all applicable policies, regulations, rules and procedures of MEMBER and A&M System, including those applicable to conduct on its premises.
- E. **Governing Law and Venue.** The validity of this MOU and all matters pertaining to this MOU, including but not limited to, matters of performance, non-performance, breach, remedies, procedures, rights, duties, and interpretation or construction, shall be governed and determined by the Constitution and the laws of the State of Texas. Pursuant to Section 85.18(b), Texas Education Code, mandatory venue for all legal proceedings against MEMBER is to be in the county in which the principal office of MEMBER’s governing officer is located.
- F. **Non-Assignment.** Neither Party shall neither assign its rights nor delegate its duties under this

MOU without the prior written consent of the other Party. Any purported assignment in violation of this Section will be void.

- G. **Non-Waiver of Privileges and Immunities.** MEMBER is an agency of the state of Texas and under the Constitution and the laws of the state of Texas possesses certain rights and privileges, is subject to certain limitations and restrictions, and only has authority as is granted to it under the Constitution and the laws of the state of Texas. COLLABORATOR expressly acknowledges that MEMBER is an agency of the state of Texas and nothing in this MOU will be construed as a waiver or relinquishment by MEMBER of its right to claim such exemptions, remedies, privileges, and immunities as may be provided by law, including the sovereign immunity of MEMBER.
- H. **Notices.** Any notice required or permitted under this MOU must be in writing, and shall be deemed given: (i) three (3) business days after it is deposited and post-marked with the United States Postal Service, postage prepaid, certified mail, return receipt requested, (ii) the next business day after it is sent by overnight carrier, (iii) on the date sent by email transmission with electronic confirmation of receipt by the party being notified, or (iv) on the date of delivery if delivered personally. MEMBER and COLLABORATOR can change their respective notice address by sending to the other Party a notice of the new address. Notices should be addressed as follows:

MEMBER: Texas A&M International University  
5201 University Boulevard, Laredo Texas 78041  
Attention: Department of Educational Programs  
Phone: 956.326.2420  
Email: [coeinformation@tamiu.edu](mailto:coeinformation@tamiu.edu)

COLLABORATOR: Name: Judson Independent School District  
Address: 8012 Shin Oak Drive San Antonio, TX 78233  
Attention: Department of Student & Family Support Services  
Phone: (210)945-1128  
Email: [apalmer@judsonisd.org](mailto:apalmer@judsonisd.org)

- I. **Severability.** In case any one or more of the provisions contained in this MOU shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions hereof, and this MOU shall be construed as if such invalid, illegal, and unenforceable provision had never been contained herein. The Parties agree that any alterations, additions, or deletions to the provisions of the MOU that are required by changes in federal or state law or regulations are automatically incorporated into the MOU without written amendment hereto and shall become effective on the date designated by such law or by regulation.
- J. **FERPA.** If applicable, for purposes of the Family Educational Rights and Privacy Act ("FERPA"), MEMBER hereby designates COLLABORATOR as a school official with a legitimate educational interest in any education records (as defined in FERPA) that COLLABORATOR is required to create, access, receive, or maintain to fulfill its obligations under this Agreement. COLLABORATOR shall comply with FERPA as to any such education records and is prohibited from redisclosure of the education records except as provided for in this Agreement or otherwise authorized by FERPA or MEMBER in writing. COLLABORATOR is only permitted to use the education records for the purpose of fulfilling its obligations under this Agreement and shall restrict disclosure of the education records solely to those employees, subcontractors or agents who have a need to access the education records for such purpose. COLLABORATOR shall require any such subcontractors or

agents to comply with the same restrictions and obligations imposed on COLLABORATOR in this Section, including without limitation, the prohibition on redisclosure. COLLABORATOR shall implement and maintain reasonable administrative, technical, and physical safeguards to secure the education records from unauthorized access, disclosure or use.

- K. **HIPAA.** The Parties shall comply with all federal and state laws, rules, and regulations applicable to the maintenance, use, and disclosure of Protected Health Information (as defined in HIPAA (as defined below)), including but not limited to, the Health Insurance Portability and Accountability Act of 1996 and the regulations promulgated thereunder (“HIPAA”), Subtitle D of the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act of 2009 (Public Law 111-5), and any regulations promulgated thereunder (the “HITECH Act”, and collectively with HIPAA, the “HIPAA Requirements”). The Parties agree to enter into any further agreements with each other or other appropriate entities as may be necessary to facilitate compliance with the HIPAA Requirements.

**(SIGNATURES TO FOLLOW ON NEXT PAGE)**

IN WITNESS WHEREOF, the Parties have entered into this MOU as of the Effective Date.

**Texas A&M International University**

**Judson Independent School District**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: Dr. Mary Duhart-Toppen  
Title: Interim Superintendent  
Date: February 26, 2026